

### **REMARKS**

The Examiner rejected claims 1-90 under 35 U.S.C. 102(e) as being anticipated by U.S. Pat. Pub. No. 2003/0120541 (Siann et al.). Claims 1-21, 25-65, 69-84, 86-97 are currently pending this application. Claims 22-24, 66-68, 85 have been canceled without prejudice. Claims 91-97 are new. The applicants reserve the right to reintroduce the original claims at a later date, if desired.

#### **The Prior Art**

Siann et al. apparently teach a method and device for electronically providing electronic media content and advertising content includes a media player and electronic media content from an electronic media content provider. The media player is electronically provided with the electronic media content via a first method of transmission. The media player is also electronically provided with advertising content, from an advertising content provider, via a second method of transmission. If necessary, the electronic media content is decrypted by the media player prior to the electronic media content being provided to the user. The media player electronically determines when advertising is to be played on the media player. Additionally, according to an embodiment, when the media player is disconnected from the first method of transmission, and the media player ceases to receive electronic media content via the first method of transmission, the media player is electronically provided with advertising content via the second method of transmission. (Abstract).

Siann et al. broadly state at paragraph 39 that "access data can be in the form of decryption keys, authorization codes, or the like." Siann et al. also broadly state at paragraph 43 that a "'Third method of transmission' refers to the method by which access data and/or access rules are transmitted to the media player. This method of transmission includes any wireless infrastructure, include ... SMS on GSM networks..."

Siann et al. fail to describe with any specificity why one type of access data would be advantageous over another. For example, although the access data includes "authorization codes," the term is used exactly once as an example of access data. "Decryption keys" are given as another example, but are simply mentioned a few times without explanation. The claims broadly recite access data received on a third channel and/or used to gain access to content. Thus, the claims also ignore the significance of any particular type of access data.

Siann et al. fail to describe with any specificity why one of the many (without limitation) methods of transmission may have advantages over another. They can be "any one or two-way wireless service" or even "any method of transmission that may be used as the first or second method of transmission" (paragraph 43), and may or may not be text-based. The differences are given no weight at all.

Siann et al. do not disclose an activation code. It follows that Siann et al. do not disclose an activation code that includes data from which rights information is verifiable. It also follows that Siann et al. do not disclose an activation code that is of a size that is convenient for a human to read. It also follows that Siann et al. do not disclose an activation code that is used as a cryptographic signature over a license. In addition, Siann et al. do not mention putting together a license using information available to the playback system, not using the activation code (e.g., using the activation code as an "index" to license parameters.)

It is important to point out that Siann et al. do not construct license parameters and use an activation code as a "signature" that identifies the license parameters. For example, Siann et al. make no mention of license parameters that are constructed, e.g., by a player, where access data received on the third channel is *not* used to construct the license parameters.

### **The Prior Art Distinguished (Claim 1)**

Claim 1 includes the language:

- providing a system including a playback device;
- sending to a device, via a transport technique not including the playback device, a text-based activation code that includes data from which rights information is verifiable by the system;
- enforcing the rights information on the system in response to the text-based activation code;
- wherein the enforcing includes:
  - constructing a license using information available to the playback system, not using the text-based activation code;
  - cryptographically verifying at the device issuance of the license parameters by a trusted license server using at least part of the text-based activation code.

To anticipate a claim, a reference must teach each and every element of the claim. As described above, Siann et al. do not teach a text-based activation code as recited in claim 1. Specifically, Siann et al. do not disclose a text-based activation code (the closest equivalent in Siann et al. begin "access data") that includes data from which rights information is *verifiable*. Siann et al. do not disclose constructing a license using information available to the playback system, *not using the text-based activation code*. Siann et al. do not teach using the text-based activation code *to cryptographically verify issuance of the license parameters...* using at least part of the text-based activation code. For any of these reasons, claim 1 is allowable over Siann et al.

Claims 2-21, 91-95, which depend from claim 1, are allowable at least for depending from an allowable base claim and potentially for other reasons, as well.

Claim 25 includes the language

- providing a text-based activation code of a sufficiently small size that is convenient for a human to enter via an SMS technique;
- sending the text-based activation code in a text-based message to a hand-held device using an SMS technique, the text-based activation code including information from which rights information is verifiable by a system including a playback device;
- putting together, at the playback device, at least an identity of the playback device and an identity of content;
- applying at least part of the message, the identity of the playback device, and the identity of the content to authenticate the execution rights for the playback device for the content.

As described above, Siann et al. do not teach a text-based activation code as recited in claim 25. Specifically, Siann et al. do not disclose a text-based activation code (the closest equivalent in Siann et al. begin "access data") of sufficiently small size that it is *convenient for a human to enter*. Siann et al. do not disclose a text-based activation code that includes data from which rights information is *verifiable*. For any of these reasons, claim 25 is allowable over Siann et al. Claim 26, which depends from claim 25, is allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 27 includes the language:

- providing a system including a secure processor and a playback device under control of the secure processor;

sending a text-based message including an activation code to a hand-held device using an SMS technique, the activation code including information from which rights information is verifiable;

using the activation code to cryptographically verify rights information;

authenticating that rights information at the secure processor in response to mandatory security software executed by the secure processor;

enforcing, using the mandatory security software, that the rights information on the system in response to that text-based message;

wherein the enforcing includes constructing a license using information available to the playback system, not using the activation code.

As described above, Siann et al. do not teach an activation code as recited in claim 27.

Specifically, Siann et al. do not disclose a text-based activation code that includes data from which rights information is *verifiable*. Siann et al. do not disclose constructing a license using information available to the playback system, *not using the text-based activation code*. For any of these reasons, claim 27 is allowable over Siann et al. Claims 28-33, 96-97, which depend from claim 27, are allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 34 includes the language:

providing a system including a playback device under control of a secure processor;

sending to a hand-held device using an SMS technique a signature over a token including a playback device identity and content identity;

providing the signature to the playback device identified in the token;

enforcing, using security software at the playback device, a check against the playback device and the content identified in the token;

wherein the enforcing includes constructing a license using information available to the playback system, not using the signature.

Claim 34 is allowable for reasons similar to those described previously. Note, however, that a signature is sent, rather than an activation code. Siann et al. do not disclose constructing a license using information available to the playback system, *not using the signature*. For any of these reasons, claim 24 is allowable over Siann et al.

Claim 35 includes the language:

providing a system including a playback device under control of a secure processor;  
sending a text-based message including an activation code to a hand-held device using an SMS technique, the activation code including information from which rights information is verifiable by the system;  
providing a signature associated with the activation code to the secure processor;  
enforcing the rights information at the secure processor using the signature and an identity of the playback device;  
wherein the enforcing includes constructing a license using information available to the system, not using the activation code.

As described above, Siann et al. do not teach an activation code as recited in claim 35. Specifically, Siann et al. do not disclose an activation code that includes data from which rights information is *verifiable*. Siann et al. do not disclose constructing a license using information available to the playback system, *not using the activation code*. For any of these reasons, claim 35 is allowable over Siann et al.

Claim 36 includes the language:

providing, in a closed content distribution system, an SMS text message that includes license information in the form of an activation code that is small enough for a human to conveniently enter, the closed content distribution system including a playback device and a secure processor, wherein the SMS message is sent via a communication link not including the playback device or secure processor;  
constructing, at the playback device, license parameters including a device ID, a content ID, and a rights code identified by the activation code;  
using at least part of the SMS text message as a signature to authenticate the constructed license parameters;  
allowing content identified by the content ID to be executed or presented by the playback device or the secure processor, or by both in combination or conjunction in accordance with the constructed and authenticated license parameters, wherein the playback device or the secure processor, or both in combination or conjunction, are associated with the device ID;  
ensuring that rights information associated with the rights code is enforced by the playback device or the secure processor, or by both in combination or conjunction.

As described above, Siann et al. do not teach a text-based activation code as recited in claim 36. Specifically, Siann et al. do not disclose a text-based activation code (the closest equivalent in

Siann et al. begin "access data") of sufficiently small size that it is *convenient for a human to enter*. For any of these reasons, claim 36 is allowable over Siann et al. Claims 37-65, which depend from claim 36, is allowable at least for depending from an allowable base claim and potentially for other reasons.

Claim 69 includes the language:

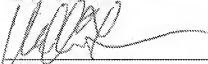
a closed content distribution system including a playback device and a secure processor;  
a communication link not including the playback device or secure processor;  
a license server capable of being coupled to the communication link;  
wherein the playback device or the secure processor, or both in combination or conjunction, includes mandatory security software that is capable of verifying rights information associated with a license from a text-based activation code received on the communication link, wherein license parameters of the license do not include the text-based activation code.

As described above, Siann et al. do not teach a text-based activation code as recited in claim 69. Specifically, Siann et al. do not disclose a text-based activation code that includes data from which rights information is *verifiable*. Siann et al. do not disclose constructing a license using information available to the playback system, *not using the text-based activation code*. For any of these reasons, claim 69 is allowable over Siann et al. Claims 70-87, 89-90, which depend from claim 69, are allowable at least for depending from an allowable base claim, and potentially for other reasons.

**Conclusion**

A Notice of Allowance is therefore respectfully requested. Should the Examiner find that a telephone or in-person conference would expedite the prosecution of this Application further, he is invited to contact the Applicants' counsel at the contact listed below for such a conference.

Respectfully submitted,  
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